

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

ROBERT C. PAYNE, JR.

CIVIL PROCEEDING

VS. NO.

JUDGE _____

JP MORGAN CHASE BANK, N.A.

MAG. JUDGE _____

COMPLAINT

Robert C. Payne, Jr. complains of the defendant and respectfully shows:

1. The Defendant is JP Morgan Chase Bank N.A., a national banking association doing business in Louisiana and other states.
2. The court has jurisdiction in accordance with 28 U.S.C. § §1331, 1334, 11 U.S.C. §362, 12 U.S.C. §2614 and 15 U.S.C. §1692. Venue is proper under 28 U.S.C. §1391(b).
3. Plaintiff is a debtor under Chapter 13 of the Bankruptcy Code soon to emerge with a discharge.
4. Defendant persistently charged excessive amounts. It collected money for the payment of taxes and insurance, but it did not make those payments.
5. Because of the defendant's failure to pay taxes and insurance in accordance with the contract it was servicing, plaintiff was forced to pay taxes and insurance personally.
6. Notwithstanding the fact that plaintiff continually insured his home, defendant repeatedly sent notices to plaintiff with the words:

**Our Records Show Your Homeowner's Insurance Has
Expired and a Policy May Be Purchased for You.**

Defendant would then purchase insurance to protect its interest.

7. Defendant was aware that plaintiff was a debtor in bankruptcy. It made multiple filings in the bankruptcy case.

8. When plaintiff and his bankruptcy attorney were not successful in obtaining relief from the misconduct of the defendant and a refund of the overpayments, plaintiff made a qualified written request under 12 U.S.C. § 2605(e) to obtain information through which he might obtain a refund.

9. The qualified written request was sent on October 1, 2014.

10. Defendant has never responded to the request for information, other than a letter advising plaintiff that the request for information had been made. Defendant sought and obtained plaintiff's consent to respond.

11. Plaintiff has suffered actual damages in the form of the overpayments and the distress resulting from the defendant's complete non-compliance with the law. He is entitled to his damages and additional damages of \$2,000.00 in accordance with 12 U.S.C. §2605(f)(1), together with costs and attorney's fees in accordance with §2605(f)(3).

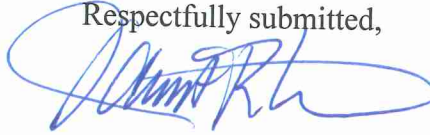
12. The misrepresentation of plaintiff's homeowners insurance and defendant's forced placement of insurance and bills for the same violated 15 U.S.C. §1692e(2) and (5).

13. This conduct of the defendant also violated §362 of the Bankruptcy Code. It should be determined that the violation was willful and plaintiff should be award punitive damages for the defendant's wilful violations, together with actual damages and costs and attorney's fees.

WHEREFORE, PLAINTIFF PRAYS that there be judgment herein in his favor and against the defendant for such sums as to which he proves himself justly entitled, including the

overpayment and/or refund of insurance premiums and taxes, all costs of this proceeding, and reasonable attorney's fees.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "James A. Rountree", enclosed within a large, loopy blue oval.

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